



# आरत का राजपत्र

## The Gazette of India

प्राधिकार से प्रकाशित

PUBLISHED BY AUTHORITY

पं. 52]

नई वित्ती, शनिवार, विसम्बर 25, 1965 (पौष 4, 1887)

No. 52]

NEW DELHI, SATURDAY, DECEMBER 25, 1965 (PAUSA 4, 1887)

इस भाग में मिन्न पृष्ठ संख्या वी जाती है जिससे कि यह अलग संक्षेप के रूप में रखा जा सके।  
Separate paging is given to this Part in order that it may be filed as a separate compilation.

## भाग IV

## PART IV

मेर-सरकारी व्यक्तियों और मेर-सरकारी संस्थाओं के विवादों और सूचनाएँ

## Advertisements and Notices by Private Individuals and Private Bodies

## NOTIFICATION BY THE BOMBAY OILSEEDS &amp; OILS EXCHANGE LTD., BOMBAY

The approval of the Secretary, Forward Markets Commission under Sub-section (1) of Section 11 of the Forward Contracts (Regulation) Act, 1952 (74 of 1952) read with the Government of India, Ministry of Commerce & Industry Notification No. S.O. 1162 dated the 4th May 1960, has been obtained on the 16th October 1965 to the following amendments made to the bye-laws of the Bombay Oilseeds & Oils Exchange Ltd., Bombay.

## AMENDMENTS

## Bye-laws and Provisions for non-transferable specific delivery contracts for groundnut and groundnut oil

**Definition.**—"Non-transferable Specific Delivery Contract" means a non-transferable specific delivery contract as defined in the Forward Contracts (Regulation) Act, 1952, entered into, performed and regulated in accordance with Bye-laws 1 to 12.

(1) Bye-laws 1 to 12 are additional bye-laws relating to non-transferable specific delivery contracts for groundnut and groundnut oil. All the other bye-laws of the Association as may be in force from time to time shall also be applicable to such contracts and shall be binding on the members in so far as they are not specifically dealt with in and are not repugnant to these additional bye-laws.

Provided that the provisions in the other bye-laws regarding clearing shall not apply to non-transferable specific delivery contracts for groundnut or groundnut oil.

(2) Every non-transferable specific delivery contract made subject to these bye-laws shall take effect as a contract wholly made at Bombay.

(3) The non-transferable specific delivery contract shall be entered into only between members or between a member and a non-member.

(4) All non-transferable specific delivery contracts shall be made in the prescribed form, serially numbered and supplied by the Association. The contract shall be made in quadruplicate, one copy each to be retained by the parties to the contract, one to be submitted to the Association forthwith and the fourth to be kept by the broker. The parties to the contract shall not include any special terms in the contract which are repugnant to the terms and conditions laid down in these bye-laws.

(4)(A) Every member shall send to the Association periodical Statements of non-transferable specific delivery contracts entered into by him in such form and manner as may be prescribed by the Board of Directors or the sub-committee appointed by the Board.

(5) (a) The Board of Directors or the sub-committee of the Association shall, before permitting non-transferable specific delivery contracts for any month, obtain the approval of the Forward Markets Commission for the same.

(b) The Forward Markets Commission shall have power not to grant such approval whenever it is considered expedient in the interest of the trade or in public interest so to do.

(c) No member shall enter into a non-transferable specific delivery contract for delivery in any month unless the Association has notified that such contracts are permitted.

(6) Every non-transferable specific delivery contract shall result in the delivery of goods in accordance with and subject to the provisions and procedures laid down in the relevant Bye-laws.

(7) No non-transferable specific delivery contract, once entered into, shall be settled mutually or by offsetting or by hawala or in any manner nor shall delivery under the contract be postponed to a later date except in accordance with the provisions of these bye-laws.

(7)(A) The parties to the contract by mutual agreement may extend the delivery date by a period not exceeding 15 days subject to the condition that they shall notify to the Association in writing the original date and the extended date of delivery. If it becomes necessary to extend further the date of delivery mutually agreed upon, the parties shall apply to the Association in writing setting forth the reasons for extension of time. The Board of Directors or the Sub-Committee appointed for this purpose shall have absolute discretion to extend or not the delivery time.

(8) With a view to ensuring due compliance with the terms and conditions of the contract, the Board of Directors or Sub-Committee (Whenever it finds necessary or is called upon by the Forward Markets Commission) may ask the members to furnish the following, as also other particulars, and members failing to do so will be liable to be penalised under the disciplinary bye-laws of the Association.

- (i) Copies of the bill claiming moneys;
- (ii) numbers of the cheques issued for payment;
- (iii) railway receipt number or the delivery order number, the date of delivery etc.
- (iv) other relevant particulars to show the mode of delivery.

## (8)(A) Subject to the provisions of Bye-law (8)(C) :

- (1) In case the seller fails to give delivery, the buyer shall exercise any of the following options :
  - (i) Buy on the seller's account either railway receipt or ready goods on the subsequent day of the date of delivery (due date) and claim from the seller the difference of the contract price and the purchase price.
  - (ii) Close the transactions on the due date and claim from the seller the difference between the contract rate and the rate registered by the Association.
  - (iii) Cancel the contract.
- (2) The buyer may exercise one option for some part of the contract and another option for another part of the contract at his discretion.

## (8)(B) Subject to the provisions of Bye-law (8)(C) :

- (1) In case the buyer refuses to accept a railway receipt or delivery instructions or if he fails to take delivery of the goods against the delivery instructions, the seller shall exercise any of the following options :
  - (i) Sell on the buyer's account railway receipt or ready goods before the end of next working day of the day on which the buyer refuses to accept the railway receipt or delivery instructions and claim from the buyer, the difference of contract price and sale price.
  - (ii) Close the contract on the day on which the buyer refuses to accept the railway receipt or delivery instructions or the buyer fails to take delivery of the goods against delivery instructions and claim difference between the contract price and the rate registered by the Association.
  - (iii) Cancel the contract on the day on which the buyer refuses to accept railway receipt or delivery instructions or the buyer fails to take delivery of the goods against the delivery order.
- (2) The seller may exercise one option for some part of the contract and another option for another part of the contract at his discretion.

(8)(C) In each of the cases mentioned in Bye-laws (8)(A) and (8)(B) the buyer and the seller shall communicate to the Association in writing the failure or refusal, as the case may be within 5 days. The party failing to give or take delivery shall give reasons for such failure and the opposite party shall, if it has exercised the option given in clause 1(ii) or 1(iii) of Bye-law (8)(A) or (8)(B), explain the reasons why he preferred the option. If he has exercised his option given in clause 1(i) of Bye-law (8)(A) or (8)(B), the party shall give particulars of the purchase or sale, as the case may be, effected by it.

The Board of Directors or a Sub-Committee appointed by it in this behalf, shall from time to time examine the aforesaid communications, taking into account all relevant circumstances and if it is not satisfied with the reasons or explanation furnished by any party or if it is not satisfied about the purchase or sale claimed to have been made by the party under clause (1)(i) of Bye-law (8)(A) or (8)(B), it may subject the party to such disciplinary action including imposition of fine, suspension and expulsion as it may deem fit, after giving the party an opportunity of being heard in the matter. With a view to restricting the use of the non-transferable specific delivery contracts only for the purpose of giving or taking actual delivery of goods and with a view to ensuring uniformity in dealing with cases of failure to give or take delivery, the Board of Directors may frame suitable rules under this Bye-law with the concurrence of the Forward Markets Commission.

(9) (a) The Board of Directors of the Exchange may with the approval of the Commission require at any time and from time to time, the buyer or the seller or both to deposit, in the interest of the trade, margins in respect of their outstanding non-transferable specific delivery contracts at the Association at such rates as may be fixed by the Board.

(b) The Forward Markets Commission may, in the interest of the trade or in public interest, exercise the power contained in clause (a) above.

(10) No member shall enter into any non-transferable specific delivery contract for groundnut or groundnut oil otherwise than on the terms and conditions prescribed under these Bye-laws. Nothing contained in this Bye-law shall apply to a non-transferable specific delivery contract for groundnut or groundnut oil entered into on the terms and conditions prescribed in the Bye-laws of another recognised association between members of that association or through or with any such member.

(11) Any non-transferable specific delivery contract entered into for groundnut or groundnut oil which at the date of the contract is in contravention of the provisions of any of the Bye-laws (4), (5), (6), (7) and (10) shall be illegal under the provisions of Section 15(3A) of the Forward Contracts (Regulation) Act, 1952.

(12) The delivery period, delivery centres, quantity, and quality specifications in respect of non-transferable specific delivery contract shall be as specified in the respective contract.

2. In pursuance of proviso to Sub-section (4) of Section 11 of the said Act, the approval of the Secretary, Forward Markets Commission has been obtained for dispensing with, in the interest of the trade, the condition of previous publication of the above amendments.

R. V. SHETH  
Secretary  
The Bombay Oilseeds & Oils Exchange Ltd.  
Bombay

## Name of Association:—The Bombay Oilseeds and Oils Exchange Ltd.,

## Statement in respect of Non-transferable Specific Delivery Contracts in Groundnut/Groundnut Oil entered into by Members

(To be submitted in duplicate weekly on or before Tuesday, covering business done during the week ending preceding Saturday)  
Member's Registered  
No. Name of Member  
For the week from \_\_\_\_\_ to \_\_\_\_\_

Date	Sr. No. of Contract	Quantity (in Tonnes) (Contract-wise)		Delivery period	Name of Seller/Buyer	Price per 100Kg./10 Kg.	Remarks
		Purchase	Sale				
1	2	3	4	5	6	7	8
Total							

I/We hereby declare that the above is a true and complete statement of Non-Transferable Specific Delivery Contracts in Groundnut/Groundnut Oil entered into by me/us during the week mentioned above.

Note.—(i) All purchase contracts entered into should be mentioned first in the statement followed by sales contracts.

(ii) For facility of easy references, members are advised to give serial numbers of contracts.

Signature of Member  
Date:

## LOST, STOLEN OR DESTROYED

(As the case may be)

The undernoted Government Promissory Note(s) originally standing in the names shown thereagainst and last endorsed to the Administrator, Board of Secondary Education, West Bengal, the proprietor by whom they were never endorsed to any other person, having been lost, notice is hereby given that payment of the above note(s) and the interest thereupon have been stopped at the Public Debt Office, Reserve Bank of India, Calcutta, and that application is about to be made for the issue of duplicate(s) in favour of the proprietor. The public are cautioned against purchasing or otherwise dealing with the above-mentioned security(ies).

*Signature of the Advertiser* : J. C. SEN GUPTA

*Residence* : President, West Bengal Board of Secondary Education.

Number of lost G.P. Notes	Loan	Amount	Original holder
CAO22512	3% Loan 1896-97	10,000/-	National & Grindlays Bank Ltd.
CAO22458	do	5,000/-	do
CAO22188	do	5,000/-	The Chartered Bank
CAO21975-78	do	1,000/- each	Reserve Bank of India.

The Government Promissory Note No. MS. 026955 of the 3 per cent loan of 1963-65 for Rs. 11,200 originally standing in the name of the Collector, Coimbatore, a/c District Board, Coimbatore, the proprietor(s) by whom it was never endorsed, to any other person having been lost, notice is hereby given that the payment of the above Note (x) and the interest thereupon has been stopped at the Public Debt Office, Reserve Bank of India, Madras, and that application is about to be made for payment of the discharge value/in favour of the proprietor(s). The public are cautioned against purchasing or otherwise dealing with the above-mentioned security.

*Name of the Advertiser* : Collector.

*Residence* : Coimbatore.

The Government Promissory Note No. MS. 002104 to 002107 of the 6½ per cent Gold Bonds 1977 for Rs. 670 originally standing in the name of Palanoore Madhava Pisharodi, the proprietor, by whom they were never endorsed, to any other person, having been lost, notice is hereby given that the payment of the above Note(s) and the interest thereupon has been stopped at the Public Debt Office, Reserve Bank of India, Madras and that application is about to be made for the issue of duplicate(s) in favour of the proprietor. The public are cautioned against purchasing or otherwise dealing with the above-mentioned securities.

*Name of the advertiser* : P. MADHAVA PISHARODI BUNGALOW HOUSE.

*Residence* : Kulappulli, 28/1, Palaghat Pattambi Road, Shoranur-2.

## NOTICE

NO LEGAL RESPONSIBILITY IS ACCEPTED FOR THE PUBLICATION OF ADVERTISEMENTS REGARDING CHANGE OF NAME IN GAZETTE OF INDIA. PERSONS NOTIFYING THE CHANGES WILL REMAIN SOLELY RESPONSIBLE FOR THE LEGAL CONSEQUENCES AND ALSO FOR ANY OTHER MISREPRESENTATION ETC.

BY ORDER  
Manager of Publications

## CHANGE OF NAMES

I, hitherto known as Shri VITHAL GOKUL DUBLA son of Shri GOKUL NISAR DUBLA, employed as Packer in Girgaon Post Office, Bombay-4, residing at Krishna Nagar Kajupada Borivali Bombay-66, have changed my name and shall hereafter be known as Shri VITHAL GOKUL SUTAR.

It is certified that I have complied with other legal requirements in this connection.

V. G. DUBLA  
(Sd. in existing name)

I, hitherto known as YAMINI GANPATRAO RAJE daughter of Shri GANPATRAO GOVINDRAO RAJE, employed as Clerk in Presidency Postmaster, residing at 91-I, Koli Wadi Fanawadi, Bombay-2, have changed my name and shall hereafter be known as Mrs. SMITA MANICHANDRA RELE.

I hereby certify that I have already complied with the legal formalities required in this connection.

Y. G. RAJE  
(Sd. in existing name)

I, hitherto known as SUSAIRAJ MATHEW DEVARUL son of Shri MATHEW, employed as LDC in C.I.A., Kirkee, Poona-3, have changed my name and shall hereafter be known as MATHEW SUSAIRAJ.

It is certified that I have complied with other legal requirements in this connection.

S. M. DEVARUL  
(Sd. in existing name)

I, hitherto known as BABU GANU KANTH son of Shri GANU ISHAWRA KANTHE, employed as Clerk in Foreign Post, Bombay-1, residing at M.H.B. Bldg. No. 17, Room No. 1117, Kala Chowki, Bombay-33, have changed my name and shall hereafter be known as BABU GANU KANTHE.

It is certified that I have complied with other legal requirements in this connection.

BABU GANU KANTH  
(Sd. in existing name)

I, hitherto known as HASSANSAB son of Shri ISMAILSAB, employed as Coppersmith in Erecting Shop, Ganeshpeth, Hubli, have changed my name and shall hereafter be known as HASSANSAB IMAMSAB.

It is certified that I have complied with other legal requirements in this connection.

HASSANSAB  
(Sd. in existing name)

I, hitherto known as Smt. SUDESH SHARMA daughter of Shri SHAM NATH, employed as N.D.S. Inst. (Edutn. Dep.), residing at S.D.K.S. H/Sec. School, Patiala, have changed my name and shall hereafter be known as Mrs. KAMAL SURINDER RANDHAWA.

I hereby certify that I have already complied with the legal formalities required in this connection.

SUDESH SHARMA  
(Sd. in existing name)

I, hitherto known as GURMIT SINGH PANCHI son of Shri INDER SINGH, employed as Commissioned Officer, residing at 40 Medium Regiment Artillery C/o 56 APO, have changed my name and shall hereafter be known as GURMIT SINGH BALAGGAN.

It is certified that I have complied with other legal requirements in this connection.

GURMIT SINGH PANCHI  
(Sd. in existing name)

IN THE COURT OF THE SUBORDINATE JUDGE,  
PURNEA (BIHAR)

Title suit No. 11 of 1964

Sri Hazarilal Sah and other of Amari Kukraun, P.S. Bhamdaha, District Purnea—Plaintiffs

Versus

Jitendra Sah and others—Defendants

To

1. Jitendra Sah } all residents of village Lalganj,  
2. Hiralal Sah } P.S. Baitiya, P.O. Lalganj, District  
3. Baijnath Sah } Balia (U.P.)

Whereas the plaintiffs have instituted the above-mentioned title suit against you. It is therefore you are informed to appear before this court personally or through your authorised pleader on 7th day of January 1966 and to do any pairvi if any. If you fail to appear before this court on the date fixed *ex parte* order will be passed against you.

Given under my hand and the seal of this court this 7th day of December 1965.

ILLEGIBLE  
Sub-Judge, Purnea

